

GENERAL CAR RENTAL TERMS & CONDITIONS OF UAB "PANEK"

These car rental terms & conditions (hereinafter - **Terms & Conditions**) establish the general terms and conditions for the provision of car rental services provided by UAB "Panek", legal entity code 304445214, registered office address Laisvės ave. 125, Vilnius, the Republic of Lithuania (hereinafter – **Lessor**). In case of any inconsistencies between these Terms & Conditions and the conditions of third parties, these Terms & Conditions shall prevail. Main terms and definitions: a) **Lessee** - a party to the rental agreement signed with the Lessor b) **User** - the Lessee or any natural person specified in the rental agreement by the Lessee who has been granted the right to drive the car, or a person entrusted by the Lessee to drive the car.

1. Lessee and the right to drive a car

1.1. The Lessee of a car may be a natural person who meets all the following conditions:

- a) provides the Lessor with a valid identity card or passport;
- b) provides the Lessor with a valid credit card which has been issued not earlier than 12 months before the entry into force of the car rental agreement. If a person wishes to rent a *Premium* segment car, he must provide the Lessor with two credit cards;
- c) is self-employment under an individual activity certificate, if the Lessee has entered into a contract falling within the scope of his business activities;
- d) is 21 or older, has 2 years of continuous driving experience, and undertakes to pay a "Young Driver's" fee of 25 EUR/day (if the person is between 21 and 25 years old) - when renting a car of the following classes: *Mini, Economy, Compact, Intermediate*;
- e) is 25 or older and has 2 years of continuous driving experience - when renting a car of the following classes: *Standard, SUV, Premium, VAN, etc.*

1.2. By submitting a credit card to the Lessor in accordance with the procedure set out in Clause 1.1 of the Terms & Conditions, the Lessee's trustworthiness is verified. In the event that the Lessee does not provide a credit card, in order to ensure the safety of the car, compensation for potential losses, the car is rented to the Lessee only if the Lessee purchases SCDW (super collision damage waiver) or PCDW (premium collision damage waiver).

1.3. If the Lessee does not meet the age requirements for a rental car category, he may rent a car of another class based on the Lessee's age, regardless of whether the Lessee has already booked a car, or may not be able to rent a car at all.

1.4. The Lessee acknowledges and understands that copy of their identity document will solely be utilized to facilitate the services outlined in this Terms & Conditions.

1.5. The Lessor reserves the right to refuse to enter into a car rental agreement if the Lessor receives negative information about the Lessee's solvency prior to signing the agreement, and the right to immediately terminate the car rental agreement if the Lessor receives the said information after entering into the agreement.

1.6. The Lessor has the right to refuse to enter into a car rental agreement if the Lessee has a debt to the Lessor, there have been any kind of legal or other disputes between the Lessee and the Lessor, as well as if the Lessee is in conflict with the Lessor's employees.

1.7. The Lessee shall be fully liable for his rented car, including claims made against the User and confiscation of property, unless they result from the fault of the Lessor, until the moment the car is returned to the Lessor and after the Lessor signs the deed of transfer and acceptance.

1.8. The car may be driven only by the Lessee and the User who meet the requirements defined in Clause 1.1 and have a driver's license issued only within the territory of the European Union. If the driver's license is issued outside the European Union or printed in non-Latin characters (Arabic, Japanese, Cyrillic, etc.), it is necessary to have an additional international driver's license, otherwise the Lessor shall have the right to refuse to rent a car.

1.9. The Lessee shall ensure compliance of the Lessee and the User with the requirements specified in the Terms & Conditions during the entire term of the car rental agreement.

1.10. The requirements specified in Clause 1.6 of the Terms & Conditions shall apply during the entire term of the car rental agreement. If the Lessee or the User does not comply with the requirements specified in Clause 1.6 of the Terms & Conditions, the Lessor shall have the right to immediately terminate the rental agreement.

2. Rights and obligations of the Lessee and the Lessor

2.1. The Lessee shall be provided with a usable car that is in good technical condition, and the Lessee shall undertake to use the car only for its intended purpose, and return it in the same condition as it was at the time of its transfer to the Lessee, along with its keys, gate remote control, documents and any other car equipment provided at the beginning of the rental period.

2.2. The Lessee is aware that the car is equipped with a GPS tracking device which records the route, speed and location of the used car, therefore the Lessee may be subject to additional fees for driving in a manner of increased risk, in violation of road traffic rules, or violation of geographical restrictions.

2.3. The Lessee shall receive a clean car and shall undertake to return it in the same technical and visual condition as it was at the time of its transfer to the Lessee, along with its keys, gate remote control, documents and any other car equipment provided at the beginning of the rental period.

2.4. The Lessee and the User must use the car in the manner specified in the agreement, in accordance with its intended purpose; and shall undertake:

- a) to lock the car and keep its registration certificate and keys and gate remote control removed from the car in a safe location every time when leaving the car;
- b) to perform a basic inspection of the car at his own expense, i.e. check the level of the engine oil, fuel, windshield washer fluid, coolant and brake fluid, and top up if necessary, as well as check tire pressure and lights;
- c) use the right type of fuel according to the information provided on the fuel tank door, the car registration documents and the information provided on the car key fob;
- d) pay for the fuel and vehicle fluids used up during the rental period, and for replacement of a car tire if it was punctured during the rental period (both tires of the same axle are replaced), if these costs were not caused by the fault of the Lessor. The Lessor shall only be liable for material defects which prevent using the car for its intended purpose, if these defects were not caused by the fault of the Lessee.

2.5. The car can be used outside Lithuania only after informing the Lessor thereof in advance and paying a separate fee set by the Lessor and agreed by the Parties. The Lessor may give prior consent to travel outside Lithuania only to the following countries: Latvia, Estonia, Poland; consent to travel to other countries shall not be given.

2.6. The Lessee shall reimburse all costs incurred due to Lessee fault, including: technical failure, damage or theft, including the costs of returning the car to the Lessor if the Lessee takes the car outside the territory of Lithuania. The Lessee shall cover all costs specified by the Lessor, unless it is proven that they were not caused by the fault of the Lessee or breach of agreement.

2.7. If the Lessee uses the car in a way that is contrary to the provisions of the agreement or the purpose of the car, as well as violates conditions set out in clause 3 of these Terms & Conditions (which is considered a material violation of the Terms & Conditions), or if circumstances give reason to suspect the theft or misappropriation of the rented car, the Lessor shall have the right to immediately terminate the agreement and claim damages.

2.8. The Lessee or the User shall pay all penalties, fines, taxes, parking fees, road tolls and other charges related to the use of road infrastructure, as well as fulfil other obligations under private or public law relating to the use of the car during the rental period, unless the Lessee proves that according to legal requirements

neither the Lessee nor the User is obliged to pay such amounts, or the Lessee proves that the Lessee or the User had to pay the charges due to the fault of the Lessor. The Lessee shall reimburse the Lessor for the amounts paid by the Lessor due to the Lessee's failure to perform his obligations.

2.9. If due to unforeseen or unavoidable events, i.e. force majeure circumstances, the Lessor is unable to provide the Lessee with a car, the Lessor shall not be liable for the losses incurred by the Lessee. In this case, the Lessor shall refund any amounts paid by the Lessee or the User to the Lessor when services were not provided.

3. Prohibited Activities

3.1. Prohibited activities under these Terms and Conditions contain:

3.1.1. Smoking and alcohol, drugs: It is prohibited to smoke tobacco, use electronic cigarettes, consume alcohol or drugs inside the car, and also driving the car while intoxicated or under the influence of drugs;

3.1.2. Animals: it is prohibited transport animals inside the car;

3.1.3. Dry cleaning: it is prohibited to dry clean the car without the Lessor's consent;

3.1.4. Brand stickers: The Lessee shall not have the right to remove brand stickers from the car without the prior consent of the Lessor;

3.1.5. Off-Road Driving: The vehicle is intended for use on public roads and well-maintained surfaces. Off-road driving, including rough terrains or unpaved paths, is not permitted as it may cause damage to the vehicle's mechanical components.

3.1.6. Overloading: The Lessee must adhere to the vehicle's specified weight limits and passenger capacities. Overloading the vehicle with excessive weight or passengers can lead to mechanical issues and compromise safety.

3.1.7. Illegal Activities: The Lessee shall refrain from using the vehicle for any unlawful or illegal activities. This includes, but is not limited to, engaging in criminal acts or transporting illegal substances;

3.1.8. Racing and Reckless Driving: Engaging in racing, speeding, or any form of reckless driving is strictly forbidden. Such activities pose serious risks to the driver, passengers, and others on the road;

3.1.9. Transporting Hazardous Materials: The Lessee is prohibited from transporting hazardous materials, substances, or items that may pose a danger to the vehicle, its occupants, or the environment;

3.1.10. Subletting or Lending: The Lessee is not allowed to sublet, lend, or rent the vehicle to any third party without obtaining prior written consent from the Lessor;

3.1.11. Vehicle Modification: Modifying or altering the vehicle's appearance, structure, or mechanical components in any way is not permitted. This includes attaching or removing accessories, equipment, or modifications that are not authorized by the Lessor.

3.2. In the event the Lessee infringes upon any of the clauses 3.1.1.-3.1.6., the Lessor shall have the right to require payment of the fine as stipulated in an annex No. 1 "UAB "PANEK" FEES AND FINES", which is considered as an integral part of these Terms & Conditions.

3.3. In the event that the Lessee infringes upon any of the clauses 3.1.7-3.1.11. related to prohibited activities, the Lessor shall have the right to immediately terminate the rental agreement without the obligation to return any of the prepaid sums or deposits, unless the Parties agreed otherwise. This measure is enacted to ensure the safety, integrity, and reputation of both the Lessor and the rented vehicle.

4. Returning the car

4.1. At the end of the rental period, the Lessee shall **return the car in a clean condition** and **with a full fuel tank** at the time and place specified in the car rental agreement.

4.2. Delay to return the car for up to 30 minutes shall not be charged. Delay to return the car for more than 30 minutes shall be charged.

4.3. The rental period may be extended with the written consent of the Lessor, provided that:

a) The Lessor has received the Lessee's request to extend the rental period at least 48 hours before the car return time specified in the agreement;

b) after the Lessor's written consent, the Lessee has paid in advance for the entire extended rental period;

4.4. If the Lessee delays returning the car without the Lessor's consent, the Lessor shall have the right to pick up the car from any location and charge the Lessee for the collection of the car.

4.5. The car, its keys, gate remote control and documents must be returned to the Lessor's representative at the rental point specified in the agreement, or at the location specified by the Lessor. It is prohibited to hand over the car keys, gate remote control and documents to persons unauthorized by the Lessor. The return of the car is formalized under a deed of transfer and acceptance signed by the Lessor's representative and the Lessee. If the Lessee avoids participating in the car return procedure or signing the deed of transfer and acceptance, or does not come to the agreed place at the agreed time of return of the car, the Lessor shall have the right to accept the car unilaterally by signing the deed of transfer and acceptance, and shall inform the Lessee about the condition of the returned car within 14 days.

4.6. **Rental point working hours: on weekdays (Monday to Friday) from 09:00 to 18:00, and on weekends from 09:00 to 16:00.**

4.7. If the car is returned during non-working hours or if the Lessor's representative is not present at the rental point, the Lessee shall return the car by bringing it to the location specified by the Lessor and leaving the car keys, gate remote control and documents in the key collection box installed at the Lessor's rental point, and shall be fully responsible for the condition of the car until the car is inspected by the Lessor's representative during working hours. This way the Lessee agrees that the Lessor shall accept the car unilaterally by signing the deed of transfer and acceptance and inform the Lessee about the condition of the returned car within 14 days from the actual return time of the car.

4.8. If the Lessee's car rental fees and payments are covered by an insurance company or technical support service provider under a separate agreement and the Lessee does not return the car at the end of the rental period, the obligation to pay rental fees and payments for each additional day after the end of the rental period agreed with the insurance company or technical support service provider shall be assumed by the Lessee. In this case, the Lessee shall pay for each additional day of rent, and the rental period shall be extended only for the period for which the Lessee's payment was received. In the absence of such payment, the rental agreement shall be terminated from the last day of the paid rental period.

5. Technical failures, damage, car theft

5.1. If the car is rented for more than 10 (ten) days, the Lessee shall bring the car to the Lessor for a regular check-up or change of tires at the place and time specified by the Lessor. The Lessee must also immediately bring the car to the Lessor for an inspection if the car's dashboard warning lights light up to indicate the need for a check (oil sensor, brake sensor, other warnings).

5.2. The Lessee must immediately notify the Lessor of any technical failure or defect of the car. The Lessee shall have no right to repair the car or allow the car to be towed without the Lessor's consent. The Lessee shall cover all the costs of repairing or towing the car without the Lessor's consent, and reimburse the damage caused by such actions. If the car that has broken down or was damaged due to the fault of the Lessee is left at a location not specified in the agreement, the Lessee shall cover the towing costs. The foregoing shall not deprive the Lessor of its right to seek damages.

5.3. The Lessee shall not have the right to tow other cars using the rented car.

5.4. In case of car theft, damage, collision or traffic accident, the Lessee shall immediately, but not later than within 1 hour, notify the **police and the Lessor** (by calling +370 6516 4444) about the incident. The Lessee shall also cooperate with the insurance company to the extent necessary to eliminate the damage, as well as with the police and the Lessor, and submit a written report of the event within 24 hours after the occurrence thereof, including a document certifying the Lessee's/User's right to drive the car, a statement from the police regarding the driver's sobriety during the incident, and a police report specifying the incident. In the event of theft, the Lessee shall immediately return the car keys, gate remote control and documents to the Lessor within 12 hours. The Lessee shall be liable for any losses incurred as a result of non-performance of the obligations arising from this clause.

5.5. If the rented car breaks down and can no longer be used through no fault of the Lessee or in other situations where there is no fault of the Lessee or the User, the Lessor shall provide the Lessee with a replacement car. A replacement car shall be provided in Lithuania within 24 hours, and in the territories of Latvia, Estonia and Poland - within 48 hours from the moment the Lessee informs the Lessor about the broken down and unusable car.

5.6. In the event of an accident, breakdown or other damage to the car due to Lessee fault outside the territories of Lithuania, Latvia, Estonia or Poland, the Lessor reserves the right to reimburse all the expenses and losses caused by the Lessee's fault, with regards to transporting the car back to the country of origin.

5.7. The Lessee shall not be provided with a replacement car if:

- a) the Lessee has lost or damaged the car registration documents, insurance policy or car keys;
- b) the car was damaged due to the fault of the Lessee or User;
- c) the car became unusable outside the territories of Lithuania, Latvia, Estonia or Poland;
- d) the car was damaged in a parking lot or was intentionally destroyed, excluding cases when it becomes impossible to continue using the car due to such damages and such damages have occurred through no fault of the Lessee;
- e) the car's tire was punctured;
- f) the Lessee misuses the car.

6. Contractual fees and fines

6.1. All fines and fees related to the use and operation of the rented car shall be governed by the terms and conditions set forth in annex No. 1 "UAB "PANEK" FEES AND FINES" to these Terms & Conditions. The annex No. 1 "UAB "PANEK" FEES AND FINES" is an integral part of this Terms & Conditions, and it outlines the specific charges, penalties, and fees that may be incurred by the Lessee during the rental period.

6.2. The Lessee undertakes to pay the Lessor an administrative fee, specified in annex No. 1 to these Terms & Conditions, for the administration of any discrepancies/violations of the Terms & Conditions (determination, detection of violations of these Terms & Conditions, collection of evidence, determination and calculation of damages, application of fines, management or handling of any car damages or non-compliance with these Terms & Conditions, organization of removal, repair of car damages, etc.)

6.3. The Lessee agrees to the Lessor deducting from the Lessee's bank account all the car rental, exceeded mileage and refuelling fees, contractual penalties, default interest, administration fees, compensation for damage to the car and other fees specified in the agreement.

7. Resolution of disputes

7.1. Any claims shall be sent by post mail to the Lessor's registered office address specified in Clause 1, or by e-mail to office@panek.lt.

7.2. The Lessee's claims shall be examined within no more than 14 days from the date on which the Lessor has actually receives the complaint.

7.3. The Lessee shall be informed about the examination of the complaint by electronic means via the e-mail address provided by the Lessee.

7.4. The Lessee shall reimburse the costs incurred by the Lessor (including legal costs) related to claims made against the Lessee, only if the Lessee unreasonably fails to perform his contractual obligations and/or avoids indemnifying the damages incurred by the Lessor (including payment of fines).

7.5. If the Lessee is not satisfied with the Lessor's response to the claim, the Lessee shall have the right to submit a request/complaint to the State Consumer Rights Protection Authority (address Vilnius str. 25, 01402 Vilnius, e-mail: tarnyba@vvtatt.lt, tel. +370 5 262 67 51, fax. (+370 5) 279 1466, on the website www.vvtat.lt (as well as the territorial units of the State Consumer Rights Protection Service in the regions) - or by filling in the application form on the EGS platform <http://ec.europa.eu/odr/> or in the Consumer Rights Information System (VTIS (<https://vtis.lt/portal/#/>)).

8. Final provisions

8.1. Any amendments to the rental agreement must be made in writing.

8.2. These Terms & Conditions and the rental agreement are subject to the law of the Republic of Lithuania. Any disputes regarding rental of a car and related to the rental agreement shall be settled through negotiations. In all cases, the parties have the right to refer the dispute to the jurisdiction of the Lithuanian courts.

* **PROVIDED AT THE LESSEE'S REQUEST** (mark):

SCDW (improved protection against damage in the event of a collision or other damage / Super Collision Damage Waiver) + TP (Theft Protection) + WDP (Windshield Shatter Protection) + TDP (Tyre Puncture Protection) – liability is reduced by 50% (does not apply to tires, rims and glass)

PCDW (highest protection against damage during a collision or other damage / Premium Collision Damage Waiver) + TP (theft protection) + WDP (windshield shatter protection) + TDP (tire puncture protection) – liability is reduced by 100% (does not apply to tires, rims and glass)

SCDW or PCDW is only applicable under the following conditions:

- 1) The Lessee informs the Lessor about the traffic accident no later than within 2 hours.
- 2) The Lessee submits to the Lessor a police certificate about the traffic accident, drawn up no later than within 8 hours from the traffic accident.
- 3) The traffic accident occurred without the Lessee violating traffic rules.
- 4) At the time of the traffic accident, the car was driven by the Lessee or a person indicated by the Lessee in advance to the Lessor.

Annex:

- 1) UAB "PANEK" FEES AND FINES.

ANNEX NO.1 TO TERMS AND CONDITIONS - UAB "PANEK" FEES AND FINES

ADDITIONAL SERVICE FEES		FINES	
Travelling outside Lithuania to Latvia, Estonia, Poland, when the service is ordered at the moment of concluding the agreement	200 EUR	Damage or loss of car keys or remote control	900 EUR
Travelling outside Lithuania to Latvia, Estonia, Poland, when the service is ordered after the entry into force of the rental agreement	400 EUR	Damage or loss of car documents	900 EUR
Travelling outside Lithuania to Latvia, Estonia, Poland, when the Lessor is not informed thereof (when data of the travel route is received via the GPS)	10 EUR per kilometre	Damage or loss of registration plate, registration sticker on window (for each)	900 EUR
Travelling outside Lithuania, Latvia, Estonia, Poland, when the Lessor is not informed thereof (when data of the travel route is received via the GPS)	15 EUR per kilometre	Violation of prohibition to smoke tobacco, use electronic cigarettes, consume alcohol or drugs inside the car, also driving the car while intoxicated or under the influence of drugs	500 EUR
Issuance of a car outside working hours	55 EUR	Violation of prohibition to transport animals	300 EUR
Exceeding mileage (per kilometre)	2 EUR	Returning a dirty car	60 EUR
Transferring or returning the car at a location specified by the Lessee within the city limits where the rental point is located	50 EUR	Returning a dirty truck/minibus	90 EUR
Transferring or returning the car at a location specified by the Lessee outside the city limits where the rental point is located	5 EUR per kilometre, but no less than 100 EUR	When dry cleaning of the car is required after its return (applies separately to internal and external dry cleaning)	300 EUR
Additional driver (for each)	10 EUR per day	Dry cleaning of the car without the consent of the Lessor	500 EUR
GPS navigation with map of Lithuania	10 EUR per day	Damage to the car due to the fault of the Lessee or User resulting in the loss of manufacturer's warranty	9500 EUR
Child car seat or booster seat	10 EUR per day	Refuelling with the wrong type of fuel	4000 EUR
Administrative fee	100 EUR	Dismantling, replacement or any kind of modification of car parts in the car without the Lessor's consent	3000 EUR
Costs of transporting a broken down or damaged car	10 Eur per kilometre, but no less than 100 Eur	The car is driven by a person not specified in the car rental agreement	800 EUR
"Young Driver's" fee (applies to persons aged 21 to 25)	50 Eur per day	Damage or loss of the wheel cover, per one	100 EUR
Refuelling to initial amount	10 Eur per litre	Aluminium alloy wheel rim damage, per one rim	900 Eur
Delay to return the car	100 Eur per hour	While driving off-road, by violating the provision set out in General Condition 3.1.5, which states that the vehicle is intended for use only on public roads and well-maintained surfaces, thereby breaching the Terms & Conditions	900 EUR
When driving off-road, violating General Condition 3.1.5., if the vehicle requires additional emergency assistance (for example, towing technical aid) or it is mandatory to arrive at the vehicle's parking spot.	10 Eur per kilometre		
Driving in a manner of increased risk, in violation of the requirements set by road traffic rules (according to the data of the GPS real-time traffic monitoring and speed control equipment installed in the car)	100 Eur per driven minute of increased risk driving	Tire damage	500 Eur
Returning the car by leaving it in a non-company parking lot and/or non-company assigned parking space (the company's parking spaces are marked with a sign with the company's name Panek)	100 Eur	Loss of or damage to gate remote control	50 Eur
LIABILITY REDUCTION PACKAGES			
SCDW (Super Collision Damage Waiver), reduce Lessee liability by 50% in case of theft or damage to the car (windscreen and tire damage are excluded). <i>*Reduce Lessee liability by 50% when a Police report of the incident is provided.</i>	Calculated at the time of concluding the agreement		
PCDW (premium collision damage waiver). Releases the Lessee from liability in case of theft or damage to the car (windscreen and tire damage are excluded). <i>*Releases Lessee from liability when a Police report of the incident is provided.</i>	Calculated at the time of concluding the agreement		